

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 14	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-00-P-0326		3. Award/Effective Date 2000JUL11		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name BOBBIE STEGALL		B. Telephone Number (No Collect Calls) (309) 782-3618		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630 e-mail: STEGALLB@RIA.ARMY.MIL		Code W52H09 10. This Acquisition Is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: % For <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: 3499 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule		12. Discount Terms NET 30 DAYS	
				<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)			
				13b. Rating DOA5			
				14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. Deliver To XU DISTRIBUTION DEPOT SAN JOAQUIN TRANS OFC P O BOX 960001 STOCKTON CA 95296-0130		Code W62G2T		16. Administered By DCMC SANTA ANA 34 CIVIC CENTER PLAZA PO BOX C 12700 SANTA ANA CA 92712-2700		Code S0513A	
Telephone No.							
17. Contractor/Offeror NOROTOS INCORPORATED 201 E ALTON AVE SANTA ANA CA 92707-4416		Code 0B5K8 Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381 Payment will be made by Electronic Funds Transfer			
Telephone No.							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.	20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE						
(Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data ACRN: AA 97 X4930AC6G 6D 26FB S11116 W52H09						26. Total Award Amount (For Govt. Use Only) \$86,400.00	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return _____ Copies <input type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) JERRY YOWELL /SIGNED/ YOWELLJ@RIA.ARMY.MIL (309) 782-6736		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number	
32b. Signature Of Authorized Government Representative		32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		35. Amount Verified Correct For	
41a. I Certify This Account Is Correct And Proper For Payment 41b. Signature And Title Of Certifying Officer		41c. Date		37. Check Number		38. S/R Account Number	
				39. S/R Voucher Number		40. Paid By	
				42a. Received By (Print)			
				42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0326MOD/AMD	Page 2 of 14
Name of Offeror or Contractor: NOROTOS INCORPORATED		

SUPPLEMENTAL INFORMATION

1. THIS PURCHASE ORDER IS ISSUED AS AN URGENT ONE-TIME BUY FOR 8,000 EACH, SWIVEL MOUNT, NSN: 1010-01-264-6517, PN: 12598617 AT A UNIT PRICE OF \$10.80 EACH FOR A TOTAL ORDER AMOUNT OF \$86,400.00. FIRST ARTICLE TEST IS NOT A REQUIREMENT FOR THIS PROCUREMENT.
2. EARLIER AND PARTIAL DELIVERIES ARE ENCOURAGED AND AUTHORIZED AT NO ADDITIONAL COST TO THE GOVERNMENT.

*** END OF NARRATIVE A001 ***

''AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.''

*** END OF NARRATIVE A002 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV NSN: 1010-01-264-6517 NOUN: MOUNT,SWIVEL FSCM: 19200 PART NR: 12598617 SECURITY CLASS: Unclassified PRON: M1013584M1 PRON AMD: 03 ACRN: AA AMS CD: 070011HM Description/Specs./Work Statement TOP DRAWING NR: 12598617 REVISION: B DATE: 01-JUN-1994 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICES UNIT PACK: 5 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H0900881515 W62G2T J 1 DEL REL CD QUANTITY DEL DATE 001 500 03-OCT-2000 002 500 10-OCT-2000 003 500 17-OCT-2000 004 500 24-OCT-2000 005 500 31-OCT-2000 006 500 07-NOV-2000 007 500 14-NOV-2000 008 500 21-NOV-2000 009 500 28-NOV-2000 010 500 05-DEC-2000 011 500 12-DEC-2000 012 500 19-DEC-2000 013 500 26-DEC-2000 014 500 02-JAN-2001	8000	EA	\$ 10.80000	\$ 86,400.00

CONTINUATION SHEET

Reference No. of Document Being Continued
PHIN/SIIN DAAE20-00-P-0326 **MOD/AMD**

Page 4 of 14

Name of Offeror or Contractor: NOROTOS INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	015 500 09-JAN-2001				
	016 500 16-JAN-2001				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(W62G2T) XU DISTRIBUTION DEPOT SAN JOAQUIN				
	TRANS OFC P O BOX 960001				
	STOCKTON CA 95296-0130				
	 <u>CONTRACT/DELIVERY ORDER NUMBER</u>				
	DAAE20-00-P-0326/0000				

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 12598617 with revisions in effect as of 94 Mar 07 (except as follows):

DOCUMENT	DELETE	SUBSTITUTE
12598617	A	B

(CS6100)

2	52.210-4502 TACOM-RI	PHOSPHATE COATING REQUIREMENT	MAR/1995
---	-------------------------	-------------------------------	----------

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification DOD-P-16232F, and Interim Amendment 1 (AR), dated 9 Sep 92.

The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank - Automotive and Armament Command, ATTN: AMSTA-LC-CSC-C/Ms. Bobbie Stegall, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

(End of clause)

(CS6508)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0326 MOD/AMD	Page 6 of 14
Name of Offeror or Contractor: NOROTOS INCORPORATED		

PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.			
b. The following Packaging requirements shall apply:			
Preservation: COMMERCIAL			
Level of Packing: COMMERCIAL			
Quantity Per Unit Package: 001			
Quantity of Unit Packages Per Intermediate Container: See Paragraph b.(3) below.			
(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:			
(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.			
(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.			
(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.			
(2) Unit package:			
(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost compartment of a unit package shall be a container such as a sealed bag, carton, or box.			
(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.			
(3) Intermediate Package:			
(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.			
(4) Packing:			
(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.			
(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.			
c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.			
d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be			

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 14
	PIIN/SIIN DAAE20-00-P-0326	MOD/AMD	

Name of Offeror or Contractor: NOROTOS INCORPORATED

marked in accordance with MIL-STD-129, Revision -3-, Date -4-, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: None

(End of clause)

(DS6413)

Name of Offeror or Contractor: NOROTOS INCORPORATED

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

Based on an acquisition strategy that this solicitation will be a "commercial buy" using Government technical data packages (commercial items with minor modifications offered for sale), the following addenda is added:

CERTIFICATE OF CONFORMANCE. "The contractor shall ship with a Certificate of Conformance. The contractor's signed certificate shall be attached on the top copy of the Standard Form 1449 distributed to the payment office or attached to the Contracting Administration Officer copy when contract administration (block 16 of the SF 1449) is performed by the Defense Contract Management Command. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the SF 1449 accompanying the shipment. The certificate shall confirm that supplies or services conform in all respects with all contract requirements, and all statements on the SF 1449.

WARRANTY. The contractor shall provide the company's standard commercial warranty coverage for all products furnished under this contract.

PRE-PRODUCTION/LOT ACCEPTANCE TEST.

The Pre Production Test will encompass the contractor providing First Piece Inspection reports to final drawing dimensions and verification of special processes on all component parts. As part of your Pre Production Test data, the Government will accept for review and approval, the receiving inspection reports of QAP characteristics, as a minimum, for vended parts.

It should be noted that the first month's production lot of components will not be accepted by the Government or shipped until the data has all been reviewed and accepted by the Government.

The above tests and inspections do not relieve the contractor from complying with all requirements of the Technical Data Package for the component parts.

*** END OF NARRATIVE E001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0326 MOD/AMD	Page 9 of 14
Name of Offeror or Contractor: NOROTOS INCORPORATED		

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-29	F.O.B. ORIGIN	JUN/1988
2	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
3	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 10 of 14

PIIN/SIIN DAAE20-00-P-0326

MOD/AMD

Name of Offeror or Contractor: NOROTOS INCORPORATED

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG						JOB	ACCOUNTING	OBLIGATED
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				ORDER	STATION	AMOUNT
								NUMBER		
0001AA	M1013584M1	AA	2	97	X4930AC6G	6D	26FB	S11116	W52H09	\$ 86,400.00
	070011HM									
									TOTAL	\$ 86,400.00

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	97	X4930AC6G	6D	26FB S11116	W52H09	\$ 86,400.00
						TOTAL	\$ 86,400.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0326 MOD/AMD	Page 11 of 14
---------------------------	---	----------------------

Name of Offeror or Contractor: NOROTOS INCORPORATED

SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.			
(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are stegallb@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-3813, ATTN: Ms. Bobbie Stegall, AMSTA-LC-CSC-C, Rock Island, Illinois 61299-7630 and (309) 782-1338 (ATTN: Louise Kalal).			
(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service: None			

(End of Clause)

(HS6510)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0326 MOD/AMD	Page 12 of 14
Name of Offeror or Contractor: NOROTOS INCORPORATED		

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
3	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
4	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	AUG/2000
(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:			
(1) 52.222-3, Convict Labor (E.O. 11755); and			
(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).			
(3) 52.233-3, Protest after Award (31 U.S.C. 3553).			
(b) The Contractor shall comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:			
____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).			
____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).			
____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).			
____(4) (i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).			
____(ii.) Alternate I to 52.219-5.			
____(iii.) Alternate II to 52.219-5.			
____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));			
____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));			
____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).			
____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).			
____(ii) Alternate I of 52.219-23			
____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).			
____(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).			
<u>X</u> ____(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).			
<u>X</u> ____(12) 52.222-26, Equal Opportunity (E.O. 11246).			
<u>X</u> ____(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).			
<u>X</u> ____(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).			
____(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-P-0326 MOD/AMD	Page 13 of 14
Name of Offeror or Contractor: NOROTOS INCORPORATED		

____(16) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

____(17)(i.) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

____ (ii.) Alternate I of 52.225-3.

____ (iii.) Alternate II of 52.225-3.

____(18) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

____(19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

____(21)Reserved.

X____(22) 52.232-33,Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

____(23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____(24) 52.232-36, Payment by Third Party (31 U.S.C.3332).

____(25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

X____(26)(i.) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____(ii.) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

____(6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data,

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-P-0326 MOD/AMD</p>	<p style="text-align: center;">Page 14 of 14</p>
--	--	---

Name of Offeror or Contractor: NOROTOS INCORPORATED

regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));
- and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

(IF6260)

5 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a IIII bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA****-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)